



Rob Loar

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November 10, 2022

**VIA CMRRR# 9214 8969 0099 9790 1645 3514 48**

Attn: Mr. Armaan Khetani  
 Progressive Claims Department  
 747 Alpha Drive  
 Highland Heights, OH 44143

Re:	Our Client(s):	Troy D. Milan
	Insured Driver:	Jamel L. Hayes
	Claim No:	216781137
	Date of Loss:	10/11/2021

Dear Mr. Khetani:

We represent Troy D. Milan for personal injuries resulting from an automobile collision that occurred on October 11, 2021, with your insured Hayes II Enterprise LLC and its driver Jamel L. Hayes. This offer to settle is made pursuant to OCGA § 9-11-67.1, as well as § 51-12-14, which is known as the Unliquidated Damages Interest Act. This demand should be immediately sent to your insured so they will have the opportunity to speak with their own attorney.

As a representative, your interests and those of your insured are clearly in conflict. The Supreme Court of Georgia mandates that you have **the duty to accept reasonable settlement demands within policy limits**. We are authorized to settle the claim of Troy D. Milan for the amount of \$1,000,000.

### **MATERIAL TERMS OF SETTLEMENT**

Under O.C.G.A 9-11-67.1 and the common law, we are providing this reasonable opportunity to settle claims against your insured under the terms below and those terms in the attached Limited Liability Release. Some of the material terms are conditions of acceptance, not of performance. If you fail to perform a condition of acceptance promptly, there will be no settlement agreement, and we will be forced to sue your insured. **Time is of the essence for every condition.**

You have 30 days from receipt of this offer to provide to us a written statement pursuant to OCGA 9-11-67.1 (b) whether you agree to all the terms of this offer. The 30-day period shall be conclusively established by the green return-receipt-requested postcard provided by the U.S. Postal Service [or the date provided to us by the statutory overnight delivery service].

Monetary payment demanded is \$1,000,000. If you choose to make the payment in a method other than cash, the payment must be made payable to "Troy D. Milan and her Attorneys, Witherite Law Group, LLC." The monetary payment must be received by the undersigned not less than ten (10) days after you provide a written statement of agreement. **Our timely receipt of payment is an essential element of acceptance.** If you do not ensure that we receive timely payment within the deadline, there will be no settlement, and we will be forced to sue your insured.

The party or parties to be released if this offer is accepted will be those released in accordance with the terms of the Limited Liability Release. The type of release offered is the enclosed Limited Liability Release. The claims to be released are those released pursuant to the enclosed Limited Liability Release.

If you do not expeditiously fulfill all conditions of acceptance, this offer will be deemed rejected, and we will file a lawsuit against your insured to recover the total amount of losses caused by your insured instead of the limited amount afforded by your coverage and other coverage that may be available.

This firm's Tax Identification Number is 83-1406425. We will be happy to provide a signed W-9 upon your request, but your request will not extend any time limits under this offer.

Sincerely,

A handwritten signature in dark ink, appearing to read 'RL', followed by a long horizontal line extending to the right.

Rob Loar  
Attorney

RL/jw  
Enclosures